

AGENDA
VILLAGE OF WHEELING SPECIAL MEETING
MONDAY, MAY 24, 2010 AT 6:30 P.M
BOARD ROOM, 2 COMMUNITY BOULEVARD
WHEELING, ILLINOIS
VILLAGE PRESIDENT JUDY ABRUSCATO PRESIDING

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES:** Workshop Meeting of May 10, 2010
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS & AWARDS**
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF COMMENTS**
- 11. CONSENT AGENDA:** All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other regular Agenda items. None
- 12. OLD BUSINESS**
- 13. NEW BUSINESS**
 - A. Resolution** Authorizing and Directing the Village President and Village Clerk to Execute an Agreement Between Wheeling Shopping Center, Inc. and the Village of Wheeling in Regard to the Demolition of 50-52 S. Milwaukee Avenue Relative to the Fresh Farms Project
 - B. Ordinance** Granting Rezoning from B-3 General Commercial and Office, I-2 Limited Industrial and I-3 General Industrial to A-P Airport District (Parcel 100A: West side of Milwaukee Avenue, north of Industrial Lane and south of Buffalo Creek; and Parcel 43: East and west sides of Wolf Road north of Hintz Road) (Docket No. 2010-12)
 - C. Resolution** Authorizing and Directing the Village President and Village Clerk to Execute a Farmers' Market License Agreement

14. OFFICIAL COMMUNICATIONS
15. EXECUTIVE SESSION
16. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED
17. ADJOURNMENT

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13 .A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, May 24, 2010


TITLE OF ITEMS SUBMITTED: A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN WHEELING SHOPPING CENTER, INC. AND THE VILLAGE OF WHEELING IN REGARD TO THE DEMOLITION OF 50-52 S. MILWAUKEE AVENUE RELATIVE TO THE FRESH FARMS PROJECT

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM: Per the terms of the attached agreement, the Village will permit Wheeling Shopping Center, Inc to demolish the property at 50-52 S. Milwaukee Avenue. The Agreement requires Wheeling Shopping Center, Inc. to insure and indemnify the Village for all activity related to the demolition.

EXHIBIT(S) ATTACHED: Resolution/Agreement

RECOMMENDATION: Submitted for Approval

SUBMITTED FOR APROVAL: Village Manager 

**RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE PRESIDENT AND
VILLAGE CLERK TO EXECUTE AN AGREEMENT BETWEEN WHEELING
SHOPPING CENTER, INC. AND THE VILLAGE OF WHEELING IN REGARD TO
THE DEMOLITION OF 50-52 S. MILWAUKEE AVENUE RELATIVE TO THE FRESH
FARMS PROJECT**

WHEREAS, the Village of Wheeling, Lake and Cook Counties, Illinois, is a home rule community, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village owns certain property, commonly known as 50-52 South Milwaukee Avenue, Wheeling, Illinois, (hereinafter the "Subject Property"), on which is located a commercial building (hereinafter the "Building"); said Subject Property being legally described on Exhibit A attached hereto and made part hereof; and

WHEREAS, on May 3, 2010, the Village and the Developer entered into a "Restated Redevelopment Agreement for the Fresh Farms Development Comprising a Part of the Crossroads (Central Business District) TIF District of the Village of Wheeling, Illinois," the terms of which are incorporated herein by reference (hereinafter the "Redevelopment Agreement"); and

WHEREAS, pursuant to Section VI. of the Redevelopment Agreement, the Village is to convey title to the Subject Property and the Building to the Developer on or before June 17, 2010; and

WHEREAS, upon obtaining title to the Subject Property and the Building, the Developer intends to demolish the Building, so as to be able to proceed with the construction of the Phase I Project (as defined in Section V.B.1. of the Redevelopment Agreement); and

WHEREAS, in order to complete the Phase I Project in a timely manner, the Developer needs to proceed with the demolition of the Building prior to title to the Subject Property and the Building being conveyed to the Developer by the Village; and

WHEREAS, in light of the Developer's intention and desire to move forward with the Phase I Project in an expeditious manner, the Village finds that it is reasonable, necessary and desirable to grant the Developer the right to enter the Subject Property and demolish the Building, prior to the title to the Subject Property and the Building being transferred to the Developer, subject to the terms and conditions set forth herein.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, that the Village President is hereby authorized and directed to execute an agreement between Wheeling Shopping Center, Inc. and the Village of Wheeling attached hereto as Exhibit A.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. ____ - _____ be adopted.

President Abruscato _____
Trustee D. Argiris _____
Trustee K. Brady _____
Trustee R. Heer _____

Trustee P. Horcher _____
Trustee R. Lang _____
Trustee D. Vogel _____

Adopted this _____ day of _____, 2010.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

EXHIBIT A

Agreement

**AN AGREEMENT BETWEEN
WHEELING SHOPPING CENTER, INC. AND THE VILLAGE OF WHEELING
IN REGARD TO THE DEMOLITION OF 50-52 SOUTH MILWAUKEE AVENUE
RELATIVE TO THE FRESH FARMS REDEVELOPMENT PROJECT**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into by and between the Village of Wheeling, an Illinois home rule municipal corporation (hereinafter the "Village") and Wheeling Shopping Center, Inc., an Illinois corporation (hereinafter the "Developer") (The Village and the Developer being hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, the Village owns certain property, commonly known as 50-52 South Milwaukee Avenue, Wheeling, Illinois, (hereinafter the "Subject Property"), on which is located a commercial building (hereinafter the "Building"); said Subject Property being legally described on Exhibit A attached hereto and made part hereof; and

WHEREAS, on May 3, 2010, the Village and the Developer entered into a "Restated Redevelopment Agreement for the Fresh Farms Development Comprising a Part of the Crossroads (Central Business District) TIF District of the Village of Wheeling, Illinois," the terms of which are incorporated herein by reference (hereinafter the "Redevelopment Agreement") ; and

WHEREAS, pursuant to Section VI. of the Redevelopment Agreement, the Village is to convey title to the Subject Property and the Building to the Developer on or before June 17, 2010; and

WHEREAS, upon obtaining title to the Subject Property and the Building, the Developer intends to demolish the Building, so as to be able to proceed with the construction of the Phase I Project (as defined in Section V.B.1. of the Redevelopment Agreement); and

WHEREAS, in order to complete the Phase I Project in a timely manner, the Developer needs to proceed with the demolition of the Building prior to title to the Subject Property and the Building being conveyed to the Developer by the Village; and

WHEREAS, in light of the Developer's intention and desire to move forward with the Phase I Project in an expeditious manner, the Village finds that it is reasonable, necessary and desirable to grant the Developer the right to enter the Subject Property and demolish the Building, prior to the title to the Subject Property and the Building being transferred to the Developer, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The recitals set forth above are incorporated herein by reference and are made a part of this Agreement.
2. The Village hereby grants the Developer the right to enter upon the Subject Property and demolish the Building located thereon, subject to the terms and conditions of this Agreement (hereinafter the "Demolition Right"). So long as title to the Subject Property is vested in the Village, unless prior written permission is obtained from the Village, the Subject Property shall not be used for any purpose other than the Demolition Right.
3. The Village hereby agrees that the officers, agents or employees of the Developer, whenever elected, appointed or hired, including any contractors or subcontractors, may, when necessary and convenient to do so, go in, on and upon the Subject Property; and do and perform any and all acts necessary or convenient to carry into effect the purposes for which this Agreement is made.
4. The term of the Demolition Right granted hereby shall be until June 17, 2010, or the date on which title to the Subject Property is transferred to the Developer, whichever occurs first, and shall commence upon the execution of this Agreement, provided that the Developer

shall not commence any demolition of the Building until it has complied with Sections 9 and 10 below.

5. In consideration of the granting of the Demolition Right, the Developer shall pay the Village a one-time fee in the amount of Ten and No/100 Dollars (\$10.00) for the Demolition Right. Said payment, which is due upon the execution of this Agreement, shall be in the form of cash or a check made payable to the Village.

6. All costs associated with the Developer's exercise of the Demolition Right shall be paid for by the Developer.

7. The Developer shall exercise the Demolition Right, and proceed with all actions in furtherance thereof, in full compliance with all applicable federal, state and local laws. Except as the Parties may otherwise agree in writing, the Developer shall promptly repair any damage to any property owned by, or under the jurisdiction of, the Village, other than the Subject Property, resulting, directly or indirectly, from the Developer's exercise of the Demolition Right.

8. The Developer, in exercising the Demolition Right, hereby accepts the Subject Property and the Building in an "as-is/where-is" condition, it being specifically understood by the Developer that the Village makes no environmental representations or warranties of any kind whatsoever relative to the Subject Property and the Building.

9. The Developer shall purchase and maintain, during the term of this Agreement, insurance coverage which will satisfactorily insure the Developer and the Village, and its officers, agents, employees and elected officials, against claims and liabilities which may arise out of the Developer's entry onto the Subject Property and exercise of the Demolition Right. Such insurance shall be issued by companies licensed to do business in the State of Illinois. The insurance coverages shall include the following:

- A. Workers' compensation insurance with limits as required by the applicable workers' compensation statutes. The employer's liability coverage under the workers' compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$1,000,000 policy limit.

- B. Commercial general liability insurance protecting the Developer against any and all public liability claims which may arise in the course of the Developer's demolition of the Building. The limits of liability shall be not less than \$1,000,000 each occurrence for bodily injury/property damage with a combined single limit and \$2,000,000 aggregate for bodily injury/property damage with a combined single limit. The policy of commercial general liability insurance shall include contractual liability coverage and an endorsement naming the Village, and its officers, agents, employees and elected officials, as additional insureds.
- C. Commercial automobile liability insurance covering the Developer's owned, non-owned and leased vehicles which protects the Developer against automobile liability claims whether on or off the Subject Property, with coverage limits of not less than \$1,000,000 each accident for bodily injury/property damage with a combined single limit.
- D. Umbrella or Excess liability insurance with limits of not less than \$2,000,000 each occurrence for bodily injury/property damage with a combined single limit and \$2,000,000 aggregate for bodily injury/property damage with a combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subsections B. and C. above and shall include an endorsement naming the Village, and its officers, agents, employees and elected officials, as additional insureds.

The Developer can either cause the insurance policies required under subsections B. and D. above to specifically include coverage for claims relating to environmental liability resulting from a release of Hazardous Substances (as defined in Section XV.C. of the Redevelopment Agreement), or can require any contractor hired by the Developer, to perform environmental remediation in regard to the exercise of the Developer's Demolition Right, to provide such environmental liability coverage in full compliance with the requirements of this Section 9 and Section 10 below.

10. The Developer shall furnish the Village with certificate(s) of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto, evidencing the coverages required under Section 9. above. The insurance certificates and policies shall provide that they are primary to any insurance coverage maintained by the Village, and that no cancellation or modification of the policy or policies shall occur without at least thirty (30) days prior written notice to the Village. The Developer shall not enter upon the Subject Property until evidence of the required insurance has been received and approved by the Village. The Developer shall require contractors and subcontractors, if any, not protected under the Developer's insurance policies, to take out and maintain insurance of the same type and in the same amounts, and under the same terms, as required of the Developer.

11. The Developer shall defend, hold harmless and indemnify the Village, and all of its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), (collectively "Damage or Loss"), that may be incurred by the Village, or its officers, agents, employees and elected officials, as a result of bodily injury, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent or intentional acts or omissions of the Developer, or its officers, agents or employees, pertaining to the Developer's entry upon the Subject Property and exercise of the Demolition Right under this Agreement, or the negligent or intentional acts or omissions of any contractor or subcontractor that is engaged by the Developer and permitted to utilize the Subject Property in furtherance of the Demolition Right. The Developer shall require all such contractors or subcontractors to agree to defend, hold harmless and indemnify the Village, and its officers, agents, employees and elected officials, to the same extent required of the Developer under this Section. The liability of the Developer hereunder does not extend to any Damage or Loss which is attributable to misconduct or negligence on the part of the Village, or its officers, agents, employees or elected officials, or a person or entity for whom Village is responsible. The provisions of this Section 11 shall survive the termination of this Agreement.

12. In the event of any material breach of this Agreement by either Party, the breaching Party (the "Breaching Party") shall upon written notice from the other Party (the "Non-Breaching Party") proceed promptly to cure or remedy such breach within five (5) days after receipt of such notice; provided, however, that in the event such breach is incapable of being cured within five (5) day period and the Breaching Party commences to cure within said five (5) day period and proceeds to cure with due diligence, such Party shall not be deemed to be in default under this Agreement. In case such action is not taken or not diligently pursued or the breach shall not be cured or remedied within the above time, the Non-Breaching Party may

terminate this Agreement. A waiver by either Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of either Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or stopping the Party from enforcing full compliance with the provisions herein. No delay, failure or omission of either Party to exercise any right, power, privilege or option arising from any breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of either Party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, privileges and remedies given the Parties under this Agreement and by law shall be cumulative.

13. The non-prevailing Party shall indemnify the prevailing Party for all of its costs and expenses, including reasonable attorney and expert witness fees, incurred in any legal proceeding or action, whether at law or in equity, instituted for the purpose of enforcing any provision of this Agreement.

14. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by telex, telegram or telecopy, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village President
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

With a copy to: Village Manager
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: James V. Ferolo

If to Developer: Wheeling Shopping Center, Inc.
272 East Deerpath Road, #236
Lake Forest, Illinois 60045
Attn: John/Paul Svigos

With copies to: Katten & Temple
542 South Dearborn Street, Suite 1060
Chicago, Illinois 60605
Attn: Nancy Temple

and: Svigos Development
c/o Svigos Asset Management
580 North Bank Lane, Suite 33
Lake Forest, Illinois 60045
Attn: Real Estate Department

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

15. The Developer shall not record this Agreement, or any memorandum or other document referring hereto, without the prior written consent of the Village.

16. This Agreement shall be construed in accordance with the laws of the State of Illinois.

17. The provisions set forth herein represent the entire agreement between the Parties and may not be modified or changed in any respect unless such modification or change is in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____
day of _____, 2010.

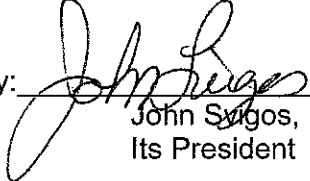
Village of Wheeling,
an Illinois home rule municipal corporation

By: _____
Judy Abruscato,
Village President

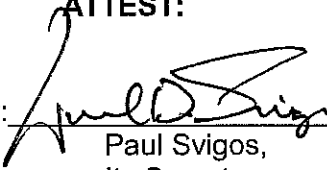
ATTEST:

By: _____
Elaine E. Simpson,
Village Clerk

Wheeling Shopping Center, Inc.,
an Illinois corporation

By:  _____
John Svigos,
Its President

ATTEST:

By:  _____
Paul Svigos,
Its Secretary

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Judy Abruscato and Elaine E. Simpson, personally known to me to be the Village President and Village Clerk of the Village of Wheeling, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2010.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Lake)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John Svigos, personally known to me to be the President of Wheeling Shopping Center, Inc., and Paul Svigos, personally known to me to be the Secretary of Wheeling Shopping Center, Inc., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1th day of May, 2010.

Hilary A. Hester

Notary Public

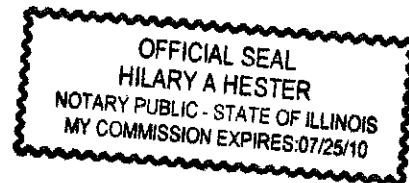


Exhibit A

Legal Description of the 50-52 South Milwaukee Avenue Property

50-52 South Milwaukee Avenue, Wheeling, Illinois
PINs: 03-02-415-026; 03-02-415-045; and 03-02-415-046

LOT 6 EXCEPTING THE NORTHERLY 10 FEET THEREOF AND ALL OF LOTS 7, 8, AND 9 IN MC DUFFEE'S SUBDIVISION OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALL THAT CERTAIN PIECE OF LAND IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWN OF WHEELING AND LYING ON THE SOUTH SIDE OF LOT 9 IN J.L. MC DUFFEE'S SUBDIVISION OF THAT PART OF SECTIONS 1, 2, 11 AND 12, WHICH MAP WAS RECORDED OCTOBER 7, 1852 IN BOOK OF MAPS, PAGE 49, DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF MILWAUKEE ROAD AT THE SOUTHEAST CORNER OF LOT 9 AFORESAID, THENCE RUNNING WESTERLY ALONG THE SOUTHERLY LINE OF LOT 9, 180 FEET; THENCE SOUTHERLY 20 FEET; THENCE EASTERLY 180 FEET TO THE CENTER OF MILWAUKEE ROAD; THENCE NORTHERLY 40 FEET TO THE PLACE OF BEGINNING, ALSO ALL OF LOT 12 AND THAT PART OF LOT 11 IN WILLIE'S ADDITION TO WHEELING, BEING A SUBDIVISION OF PART OF LOT "A" IN WILLIE'S CONSOLIDATION OF LAND, SECTIONS 1, 2, 11 AND 12 IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11, RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT TO THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT A DISTANCE OF 170.94 FEET TO A POINT 5.19 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 218.54 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTERLINE OF MILWAUKEE AVENUE AT THE SOUTHEAST CORNER OF LOT 9 IN J.L. MC DUFFEE'S SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 37 DEGREES 55 MINUTES 13 SECONDS EAST ALONG THE CENTERLINE OF MILWAUKEE AVENUE, A DISTANCE OF 39.94 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN WILLIE'S ADDITION TO WHEELING AFORESAID; THENCE SOUTH 58 DEGREES 22 MINUTES 27 SECONDS WEST ALONG SAID EASTERLY EXTENSION, 33.20 FEET TO THE EAST LINE OF SAID LOT 12; THENCE SOUTH 37 DEGREES 55 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 28.33 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 52 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF LOT 12 AFORESAID, 27.53 FEET TO A POINT ON A 1047.50 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 52 DEGREES 14 MINUTES 41 SECONDS EAST, FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 216.19 FEET, CENTRAL ANGLE 11 DEGREES 49 MINUTES 30 SECONDS TO THE SOUTH LINE OF SAID NORTHERLY 10.0 FEET OF LOT 6; THENCE NORTH 52 DEGREES 04 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE, 37.68 FEET TO A POINT ON THE EAST LINE OF LOT 6 IN J.L. MC DUFFEE'S SUBDIVISION, SAID POINT BEING 10.0 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 6; THENCE SOUTH 37 DEGREES 55 MINUTES 13 SECONDS EAST ALONG THE EAST LINE OF LOTS 6 TO 9 IN SAID J.L. MC DUFFEE'S SUBDIVISION, 150.0 FEET TO THE POINT OF

BEGINNING, IN COOK COUNTY, ILLINOIS.

Also described as follows:

LOT 6 (EXCEPTING THE NORTHERLY 10 FEET THEREOF) AND ALL OF LOTS 7, 8 AND 9 IN MC DUFFEE'S SUBDIVISION OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO

ALL OF LOT 12 AND THAT PART OF LOT 11 IN WILLE'S ADDITION TO WHEELING, BEING A SUBDIVISION OF PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND, SECTIONS 1, 2, 11 AND 12 IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 11, RUNNING THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 11, 55.64 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 11, A DISTANCE OF 170.94 FEET TO A POINT 5.19 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 11; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 218.54 FEET TO THE POINT OF BEGINNING,

ALSO THAT PART OF J.L. MC DUFFEE'S SUBDIVISION, AFORESAID, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF LOT 12 AND NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LOT 11 IN WILLE'S ADDITION TO WHEELING, AFORESAID, AND LYING SOUTHEASTERLY OF LOT 9 AND SOUTHWESTERLY OF LOTS 6 THROUGH 9 IN SAID J.L. MC DUFFEE'S SUBDIVISION AND LYING SOUTHEASTERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 10 FEET OF SAID LOT 6, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTERLINE OF MILWAUKEE AVENUE AT THE SOUTHEAST CORNER OF LOT 9 IN J.L. MC DUFFEE'S SUBDIVISION AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 37 DEGREES 55 MINUTES 13 SECONDS EAST ALONG THE CENTER LINE OF MILWAUKEE AVENUE, A DISTANCE OF 39.94 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN WILLE'S ADDITION TO WHEELING, AFORESAID; THENCE SOUTH 58 DEGREES 22 MINUTES 27 SECONDS WEST ALONG SAID EASTERLY EXTENSION, 33.20 FEET TO THE EAST LINE OF SAID LOT 12; THENCE SOUTH 37 DEGREES 55 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 28.33 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 52 DEGREES 10 MINUTES 04 SECONDS WEST ALONG THE SOUTH LINE OF LOT 12 AFORESAID, 27.53 FEET TO A POINT ON A 1047.50 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 52 DEGREES 14 MINUTES 41 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 216.19 FEET, CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 30 SECONDS TO THE SOUTH LINE OF SAID NORTHERLY 10.0 FEET OF LOT 6; THENCE NORTH 52 DEGREES 04 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE, 37.68 FEET TO A POINT ON THE EAST LINE OF LOT 6 IN J.L. MC DUFFEE'S SUBDIVISION, SAID POINT BEING 10.0 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 6; THENCE SOUTH 37 DEGREES 55 MINUTES 13 SECONDS EAST ALONG THE EAST LINE OF LOTS 6 TO 9 IN SAID J.L. MC DUFFEE'S SUBDIVISION, 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.


**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, May 24, 2010

TITLE OF ITEM SUBMITTED: An Ordinance Granting Rezoning Approval in order to correct a zoning map oversight and comply with the Village of Wheeling Comprehensive Plan with regard to airport property at the Chicago Executive Airport of the following legally described properties:

- Rezoning from B-3 General Commercial and Office District to A-P Airport District and Rezoning from I-3 General Industrial District to A-P Airport District
- Rezoning from I-2 Limited Industrial District to A-P Airport District (2010-12)


SUBMITTED BY: Mark Janeck 
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is requesting that airport property that was never zoned as such be rezoned to AP Airport District.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Report
Findings of Fact and Recommendation
Ordinance
Aerial photos of existing conditions
Rezoning of Parcels 43 and 100A, staff exhibit, dated 5.16.2010

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER 

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered

ORDINANCE NO. _____

**An Ordinance Granting Rezoning from
B-3 General Commercial and Office,
I-2 Limited Industrial and I-3 General Industrial
to A-P Airport District
(Parcel 100A: West side of Milwaukee Avenue,
north of Industrial Lane and south of Buffalo Creek; and
Parcel 43: East and west sides of Wolf Road north of Hintz Road)**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on May 13, 2010 to consider rezoning petition of the Chicago Executive Airport for the following parcels: Parcel 100A, generally bounded by Milwaukee Avenue, Industrial Lane and Buffalo Creek and legally described herein, zoned B-3, General Commercial and Office; and Parcel 43, generally located at the intersection of Wolf Road and Hintz Road, legally described herein, zoned I-2, Limited Industrial and I-3 General Industrial;

WHEREAS, the subject parcels are vacant and owned by the Chicago Executive Airport; and

WHEREAS, the Comprehensive Plan for the Village of Wheeling indicates that Parcel 100A is to be redeveloped with airport-related land uses in the future; and

WHEREAS, the Comprehensive Plan for the Village of Wheeling indicates that Parcel 43 is to remain Open Space; and

WHEREAS, it is generally the practice of the Village of Wheeling and the Chicago Executive Airport to rezone airport parcels as A-P, Airport District, once they are acquired by the airport; and

WHEREAS, the Zoning Ordinance and Official Map for the Village Wheeling does not indicate that Parcels 100A and 43 were rezoned as AP Airport District following their acquisition by the airport; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval of the requested rezoning by a vote of 6 ayes and 0 nays, with 1 vacancy; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the requested rezoning;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the requested rezoning will comply with the intent and purpose of Title 19, Zoning;
- That the requested rezoning will comply with the comprehensive plan, official map, and all other plans and policies adopted by the Village;
- That there are physical or economic conditions pertaining to the subject area which have changed and which make the existing zoning inappropriate and the proposed rezoning appropriate;
- That the proposed rezoning is desirable and needed in the Village;
- That the proposed rezoning is compatible with and would not unduly depreciate the use and value of surrounding properties;
- And that the proposed rezoning will contribute to a rational pattern of land uses which is beneficial to the Village.

Section B

The Zoning Ordinance and the Official Map are hereby amended to revise the zoning classification of Parcel 100A (west side of Milwaukee Avenue, north of Industrial Lane and south of Buffalo Creek), from B-3 General Commercial and Office District and I-3 General Industrial District to AP Airport District, in accordance with the proposed zoning map dated May 6, 2010, herein attached and made part of, to permit future airport-related uses of the property, legally described below:

PARCEL 100A

THAT PART LYING WEST OF THE CENTER LINE OF MILWAUKEE AVENUE OF A TRACT OF LAND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, 8.9 CHAINS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ON SAID LINE 5.10 CHAINS; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 21.80 CHAINS TO THE CENTER OF THE DES PLAINES RIVER, THENCE SOUTHERLY ALONG THE CENTER OF SAID RIVER 1.57 CHAINS; THENCE EAST PARALLEL WITH SAID NORTH LINE, 10.37 CHAINS TO THE PLACE OF BEGINNING (EXCEPT ANY PART FALLING SOUTH OF THE NORTH 924 FEET OF SAID SECTION),

ALSO INCLUDING THAT PART OF LOT 4 IN HENRY GRANDT AND OTHER'S SUBDIVISION OF THAT PART OF THE SOUTH 1402.62 FEET OF SECTION 12, WEST OF THE CENTER OF MILWAUKEE AVENUE, AND A PART OF THE NORTH HALF OF SECTION 13, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

ACCORDING TO THE PLAT OF SAID SUBDIVISION FILES IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, JANUARY 29, 1923 AS DOCUMENT NUMBER 172867,

EXCEPT THE FOLLOWING DESCRIBED: THAT PART LYING NORTH OF A LINE 380 FEET SOUTH OF THE NORTH LINE OF SECTION 13 (ALSO BEING THE CENTER LINE OF HINTZ ROAD, AND EAST OF A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5 EXTENDED) (EXCEPT THAT PART TAKEN FOR PUBLIC STREET AS SHOWN ON PLAT REGISTERED AS DOCUMENT NUMBER 3040707),

ALSO EXCEPTING THE FOLLOWING DESCRIBED: BEGINNING AT A POINT 343.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 13 ON A LINE 216 FEET WEST OF THE WEST LINE OF LOT 5 IN SAID HENRY GRANDT AND OTHER'S SUBDIVISION EXTENDED SOUTH; THENCE NORTH 89 DEGREES 12 MINUTES 22 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF SECTION 13, A DISTANCE OF 647.36 FEET TO A POINT; THENCE WESTERLY ALONG A CURVE WITH A 1407.00 FEET RADIUS CONCAVE NORTH, A DISTANCE OF 483.08 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 0 DEGREES 21 MINUTES 29 SECONDS WEST, 230.93 FEET TO POINT 30.00 FEET SOUTH OF SAID NORTH LINE OF SECTION 13 (ALSO BEING THE SOUTH RIGHT-OF-WAY OF HINTZ ROAD PER SAID DOCUMENT NUMBER 30407); THENCE SOUTH 89 DEGREES 12 MINUTES 22 SECONDS EAST ALONG SAID RIGHT-OF-WAY, 1122.67 FEET TO A LINE 216 FEET WEST OF SAID LOT 5; THENCE SOUTH 0 DEGREES 14 MINUTES 49 SECONDS WEST ALONG SAID LINE 313.01 FEET TO THE POINT OF BEGINNING, CONTAINING 23.581 ACRES, MORE OR LESS, ALL IN THE COUNTY OF COOK, ILLINOIS.

(The above described property is located on the west side of Milwaukee Avenue, north of Industrial Lane, south of Hintz Road, Wheeling, Illinois. The subject property is approximately 23.581 acres.)

Section C

The Zoning Ordinance and the Official Map are hereby amended to revise the zoning classification of Parcel 43 (east side of Wolf Road, west side of Wolf Road, and north of Hintz Road), from I-2 Limited Industrial District to AP Airport District, in accordance with the proposed zoning map dated May 6, 2010, herein attached and made part of, to permit future airport-related uses of the property, legally described below:

PARCEL 43

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF WOLF ROAD AND LYING SOUTH OF A LINE DRAWN FROM A POINT IN THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SAID POINT BEING 1,965.00 FEET NORTH OF THE SOUTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 11, TO A POINT IN THE WEST LINE OF WOLF ROAD SAID POINT BEING 770.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 33.00 FEET ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER TO A POINT IN THE NORTH LINE OF HINTZ ROAD DEDICATED BY TOWNSHIP DEDICATION MARCH 29, 1851; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 576.40 FEET; THENCE NORTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 36.95 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 475.00 FEET,

BEING CONVEX TO THE WEST AND TANGENT TO THE LAST DESCRIBED LINE AND ARC DISTANCE 113.14 FEET TO A POINT OF REVERSED CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 585.00 FEET, BEING CONVEX TO THE EAST AND ARC DISTANCE OF 139.34 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 606.33 FEET EAST (AS MEASURED PERPENDICULAR) OF THE SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 345.00 FEET TO APPOINT; THENCE EAST ALONG A LINE BEING PERPENDICULAR TO A SAID WEST LIEN FO THE EAST HALF OF THE SOUTHEAST QUARTER.

A DISTANCE OF 33.00 FEET TO APPOINT; THENCE NORTH 00 DEGREE 10 MINUTES 45 SECONDS EAST ALONG A LINE BEING 639.33 FEET EAST OF AND PARALLEL TO SAID WEST LIEN OF THE EAST HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 695.99 FEET TO APPOINT IN THE SOUTHWESTERLY LINE OF FOXBORO SUBDIVISION, RECORDED APRIL 3, 1973 AS PER DOCUMENT NO. 22272179; THENCE SOUTH 46 DEGREES 30 MINUTES 00 MINUTES EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 859.67 FEET TO A POINT IN SAID WEST LINE OF WOLF ROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 737.0 FEET TO A POINT IN THE NORTH LINE OF HINTZ ROAD AS PER TOWNSHIP DEDICATION MARCH 29, 1851; THENCE NORTH 89 DEGREE 55 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 690.69 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 33.00 FEET ALOGN THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER TO A POINT IN THE NORTH LINE OF HINTZ ROAD DEDICATED BY TOWNSHIP DEDICATION MARCH 29, 1851; THENCE EAST ALONG SAID NORTH LIEN A DISTANCE OF 576.40 FEET TO THE POINT OF BEGINNING FOR THE ABOVE DESCRIBED TRACT OF LAND; THENCE NORTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 36.95 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 475.00 FEET, BEING CONVEX TO THE WEST AND TANGENT TO THE LAST DESCRIBED LINE AND ARC DISTANCE 113.14 FEET TO A POINT OF REVERSED CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE, HAVING A RADIUS OF 585.00 FEET, BEING CONVEX TO THE EAST AND ARC DISTANCE OF 139.34 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 606.33 FEET EAST (AS MEASURED PERPENDICULAR) OF THE SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH AND PARALLEL TO SAID WEST LIEN OF THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 345.00 FEET TO APPOINT; THENCE EAST ALONG A LINE BEING PERPENDICULAR TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER AND DISTANT 664.99 FEET NORTH (AS MEASURED ON SAID WEST LINE) OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 66.00 FEET; THENCE SOUTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 345.00 FEET TO A POINT OF TANGENCY, THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 651.00 FEET, BEING CONVEX TO THE EAST AND TANGENT TO THE LAST DESCRIBED LINE AN ARC DISTANCE OF 155.06 FEET TO A POINT OF REVERSED CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 409.00 FEET, BEING CONVEX TO THE WEST AND ARC DISTANCE OF 97.42 FEET TO A POINT OF CURVATURE; THENCE SOUTH ALONG A LINE BEING PARALLEL TO SAID WEST LIEN OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 36.83 FEET TO A POINT IN THE SAID NORTH LINE OF HINTZ ROAD; THENCE WEST ALONG SAID NORTH LINE OF HINTZ ROAD, A DISTANCE OF 66.00 FEET

TO THE POINT OF BEGINNING, ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

EXCEPTION #2

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 33.00 FEET ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER TO A POINT IN THE NORTH LINE OF HINTZ ROAD DEDICATED TO BY TOWNSHIP DEDICATION MARCH 29, 1851; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 576.40 FEET; THENCE NORTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 36.95 FEET TO APPOINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 475.00 FEET, BEING CONVEX TO THE WEST AND TANGENT TO THE LAST DESCRIBED LINE AND ARC DISTANCE OF 113.14 FEET TO A POINT OF REVERSED CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE HAVING A RADIUS OF 585.00 FEET, BEING CONVEX TO THE EAST AN ARC DISTANCE OF 139.34 FEET TO APPOINT OF TANGENCY, SAID POINT OF TANGENCY BEING 606.33 FEET EAST (AS MEASURED PERPENDICULAR) OF THE SAID WEST LIEN OF THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH AND PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 345.00 FEET TO POINT; THENCE EAST ALONG A LINE BEING PERPENDICULAR TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER AND DISTANT 664.99 FEET NORTH (AS MEASURED ON SAID WEST LINE) OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED TRACT OF LAND; THENCE NORTH PARALLEL WITH THE WEST LIEN OF SAID EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 30.00 FEET; THENCE EAST PERPENDICULAR TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER, A DISTANCE OF 82.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 513.13 FEET; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 63.82 FEET TO A POINT IN THE CURVED EAST LINE OF A PRIVATE STREET; THENCE NORTHERLY ALONG SAID CURVED EAST LINE BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 651.00 FEET, BEING CONVEX TO THE EAST AN ARC DISTANCE OF 139.189 FEET TO APPOINT OF TANGENCY; THENCE NORTH ALONG A LINE TANGENT TO AFORESAID CURVED EAST LINE, SAID LINE BEING 672.33 FEET EAST (AS MEASURED PERPENDICULAR) TO THE SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 345.00 FEET; THENCE WEST PERPENDICULAR TO SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(The above described property is located on the east side of Wolf Road, west side of Wolf Road, and north of Hintz Road, Wheeling, Illinois. The subject property is approximately 13.907 acres.)

Section D

All ordinances or parts of ordinances that are in conflict herewith are hereby repealed.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed.

PASSED this _____ day of _____, 2010.

President Abruscato _____	Trustee Heer _____
Trustee Argiris _____	Trustee Horcher _____
Trustee Brady _____	Trustee Lang _____
	Trustee Vogel _____

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2010, by order of
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

FROM: Mark Janeck
Director of Community Development

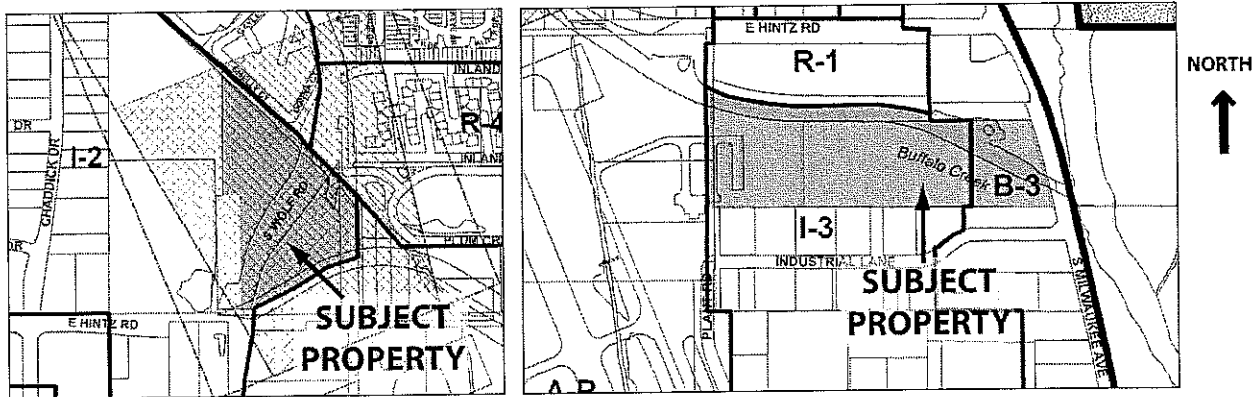
DATE: May 20, 2010

SUBJECT: Docket No. 2010-12
Chicago Executive Airport

- West side of Milwaukee Avenue, north of Industrial Lane and south of Buffalo Creek: Rezoning from B-3 General Commercial and Office District to A-P Airport District and Rezoning from I-3 General Industrial District to A-P Airport District
- East side of Wolf Road, west side of Wolf Road, and north of Hintz Road: Rezoning from I-2 Limited Industrial District to A-P Airport District.

PROJECT OVERVIEW: The petitioner is requesting that airport property that was never zoned as such be rezoned to AP Airport District.

LOCATION MAP:



Request for Board Action

Page 2 of 5

RE: Plan Commission Docket No. 2010-12

PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, May 13, 2010, Commissioner Steilen moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2010-12 granting the following rezoning actions as illustrated on the Staff exhibit "Chicago Executive Airport, Rezoning of Parcels 43 and 100A" dated May 6, 2010, for the properties located to the north of the intersection of Wolf and Hintz Roads and to the northwest of the intersection of Industrial Lane and Milwaukee Avenue, Wheeling, Illinois:

Parcel 43: Rezoning from I-2, Limited Industrial District to A-P, Airport District

Parcel 100A: Rezoning from B-3, General Commercial and Office District and I-3, General Industrial District, to A-P, Airport District

On the roll call, the vote was as follows:

AYES: Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto, Steilen
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Commissioner Steilen moved, seconded by Commissioner Didier to close Docket No. 2010-12. The motion was approved by a voice vote.

GENERAL PROPERTY INFORMATION

Applicant Name: Dennis G. Rouleau, Airport Manager
Chicago Executive Airport

Property Owner Name: Chicago Executive Airport

Common Location: Parcel 100A - West side of Milwaukee Avenue, north of Industrial Lane and south of Buffalo Creek (see map)
Parcel 43 - East side of Wolf Road, west side of Wolf Road, and north of Hintz Road (see map)

Neighboring Property Land Use(s): North: Residential (Parcel 43), Religious assembly and self-storage (Parcel 100)
West: Industrial (Parcel 43), Airport (Parcel 100A)
South: Airport (Parcel 43), Industrial (Parcel 100A)
East: Residential (Parcel 43), Forest Preserve (100A)

Comprehensive Plan Designation: Airport / Open Space

<u>Property size:</u>	Approximately 380 acres.
<u>Existing Use of Property:</u>	Airport-related facilities
<u>Proposed Use of Property:</u>	No uses proposed at this time (Parcel 43) Portion of T-Hangar expansion area, airport-related communication tower (Parcel 100A)
<u>Existing Property Zoning:</u>	I-2, Limited Industrial District (Parcel 43) I-3, General Industrial District and B-3, General Commercial and Office District (Parcel 100A)
<u>Proposed Zoning:</u>	A-P, Airport District
<u>Previous Zoning Action on Property:</u>	None

DESCRIPTION OF PROPOSAL

The petitioner, the Chicago Executive Airport, is requesting the rezoning of two parcels acquired in recent years. It is the practice of the Village and the Airport to zone all of the property owned by the airport within the Airport District. The northern parcel (known as Parcel 43) was purchased for the Hintz Road reconfiguration project and because the entire parcel is within the Runway Protection Zone (RPZ). There is no construction anticipated on Parcel 43. The eastern parcel (known as Parcel 100A) was purchased for airport expansion and storm water management purposes. The west portion of Parcel 100A overlaps with the recently approved T-Hangar project. An airport communications tower is also planned on a portion of Parcel 100A. Both parcels were purchased using federal funds.

STANDARDS FOR REZONING

Following are standards for rezoning with the petitioner's responses. (**Village Planner comments are in bold.**)

1. Will the proposed rezoning comply with the intent and purpose of Title 19, Zoning? (Explain how the proposed uses allowed by the rezoning will conform to the zoning code.)

"The property in question was purchased by the City of Prospect Heights and the Village of Wheeling with federal funds. This property was always intended to be used for Airport purposes."

It is the intent and purpose of Title 19, Zoning, to zone all airport property as AP, Airport District.
2. Will the proposed rezoning comply with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village? If not, explain why the proposed use is in the best interest of the Village. (Explain in detail how the uses allowed by the rezoning follow the Comprehensive Plan or how a rezoning contrary to the Comprehensive Plan is appropriate.)

"Yes."

Parcel 43 is shown as Open Space on the Comprehensive Plan. Parcel 100A is shown as an extension of the airport land use on the Comprehensive Plan.
3. How have the physical or economic conditions pertaining to the subject area changed, making the existing zoning inappropriate and the proposed rezoning appropriate? (Explain why the current

zoning designation is inappropriate. What specific physical or economic conditions indicate that a change in zoning is required?)

"This property was included in the 1993 and 2003 Airport Layout Plan that was approved by the Village of Wheeling and the City of Prospect Heights and was purchased by the Village of Wheeling and the City of Prospect Heights to be used for Airport purposes. When the property was purchased and annexed into the Village it wasn't zoned properly."

The proposed zoning, A-P, is consistent with previous planning efforts undertaken by the Airport and the two municipalities that own it. The current zoning is inappropriate as both parcels are owned by the airport.

4. How is the proposed rezoning desirable and needed in the Village? (Why is the new zoning district needed? What does the rezoning accomplish? How will it benefit the Village?)

"The Wheeling Comprehensive Plan supports airport-related uses in this area. Again this is property that was purchased years ago for Airport use and was never zoned appropriately for Airport use."

See response #3.

5. How will the proposed rezoning be compatible with and not unduly depreciate the use and value of the surrounding property? (Consider the types of uses that could be permitted by the rezoning. Are these uses compatible with existing neighboring land uses? Will the potential uses have a negative impact on surrounding property values?)

"The rezoning of this property should have zero effect on property values. It is land that was purchased by the Village of Wheeling and the City of Prospect Heights with the intent to be used for airport purposes."

See response #3.

6. How will the proposed rezoning contribute to a rational pattern of land uses which is beneficial to the Village? (Is the proposed rezoning sensible? Are intense uses that create traffic, noise, odor, light, or smoke going to be permitted along a narrow residential street?)

"The rezoning of this property is sensible since the property was purchased by the Village of Wheeling and the City of Prospect Heights with the intent of being used for Airport purposes. For whatever reason this property wasn't zoned for AP Airport District use."

It is the intention of the Village of Wheeling to continue the practice of zoning land owned by the airport as A-P, Airport District.

STAFF REVIEW

Impact on Neighboring Uses: There is no expected impact on neighboring uses.

Village Planner's Recommendation to the Plan Commission: Staff recommends approval of the requested rezoning.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the recommendation of the Plan Commission to grant rezoning approval for airport properties (parcels 43 and 100A) that were never zoned as AP Airport District. This rezoning action will allow the village to correct a zoning map oversight and comply with the Wheeling Comprehensive Plan. An Ordinance is attached for Board consideration.

A handwritten signature in black ink, appearing to read "Mark Janeck", is written over a horizontal line.

Mark Janeck
Director of Community Development

Attachments: Findings of Fact and Recommendation
Ordinance
Aerial photos of existing conditions
Rezoning of Parcels 43 and 100A, staff exhibit, dated 5.16.2010

FINDINGS OF FACT AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeals

Re: **Docket No. 2010-12**
Chicago Executive Airport

- **West side of Milwaukee Avenue, north of Industrial Lane and south of Buffalo Creek: Rezoning from B-3 General Commercial and Office District to A-P Airport District and Rezoning from I-3 General Industrial District to A-P Airport District**
- **East side of Wolf Road, west side of Wolf Road, and north of Hintz Road: Rezoning from I-2 Limited Industrial District to A-P Airport District.**

Chairman Maloney called Docket No. 2010-12 to order on Thursday, May 13 at 7:01 p.m. Present were Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto and Steilen. Also present were Andrew Jennings, Village Planner and Samantha Robinson, Associate Planner.

Mr. Dennis Rouleau, Airport Manager was present and sworn in.

Mr. Rouleau referred to Parcels 43 and 100A that had been acquired by the Village of Wheeling and City of Prospect Heights in the mid-1990s. Parcel 43 was purchased for the configuration of the Wolf and Hintz intersection. The re-aligned Wolf Road bisects the Parcel 43 property and the Wheeling drainage ditch was relocated to the old drive-in theatre at Parcel 100A.

Mr. Rouleau explained that when parcels 43 and 100 were acquired, they were never zoned appropriately. He stated they will be constructing some T-hangars and installing a FAA navigation antenna on a portion of Parcel 100A.

Chairman Maloney opened the discussion to the public. No one from the audience came forward.

Commissioner Didier agreed the request was logical. She questioned if someone could build on the parcels if the zoning was left as is. Mr. Rouleau referred to Parcel 43 which is the approach to the runway and the only thing permitted would be something related to airfield lighting. He confirmed a building could not go onto Parcel 43. Mr. Jennings confirmed the airport would have to come in front of the Plan Commission for minor site plan approval for any changes. Mr. Jennings explained an outside developer would not very easily be able to purchase land from the airport.

Mr. Rouleau stated that nothing would happen to Parcel 43.

Commissioner Ruffatto had no issues with it. He requested an explanation of the navigation system that would be going in. Mr. Rouleau explained it was part of the next generation FAA system which is being incorporated throughout the nation. This site will be the first in Illinois. It will eventually replace radar.

In reply to Commissioner Dorband's question, Mr. Jennings explained that the Village notified the petitioner that the zoning change was required when the airport's engineers contacted the Village to discuss the proposed antenna on Parcel 100A. He explained it was generally the practice for the

Village and airport to work together to rezone the parcels as they are acquired.

Commissioner Johnson had no questions.

In reply to Commissioner Steilen's question, Mr. Rouleau confirmed the Village of Wheeling and City of Prospect Heights were the owners of the properties being rezoned.

Commissioner Steilen referred to Parcel 43 and mentioned there were some existing sidewalks on the parcel. He questioned if sidewalks along street frontages were required in the airport zoning district. Mr. Jennings explained that sidewalks were required by Title 17 in conjunction with anything considered development. Mr. Jennings confirmed it was not based on the zoning district.

Commissioner Steilen moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2010-12 granting the following rezoning actions as illustrated on the Staff exhibit "Chicago Executive Airport, Rezoning of Parcels 43 and 100A" dated May 6, 2010, for the properties located to the north of the intersection of Wolf and Hintz Roads and to the northwest of the intersection of Industrial Lane and Milwaukee Avenue, Wheeling, Illinois:

Parcel 43: Rezoning from I-2, Limited Industrial District to A-P, Airport District

Parcel 100A: Rezoning from B-3, General Commercial and Office District and I-3, General Industrial District, to A-P, Airport District

On the roll call, the vote was as follows:

AYES: Commissioners Didier, Dorband, Johnson, Maloney, Ruffatto, Steilen
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Commissioner Steilen moved, seconded by Commissioner Didier to close Docket No. 2010-12. The motion was approved by a voice vote.

From the audience, Mr. Eugene Gofman, 350 Plum Creek, Unit 210 was sworn in. He questioned if it was normal practice to burn fuel at the end of the runway on Hintz Road. He expressed concern if something could be built next to their swimming pool. Chairman Maloney confirmed nothing was being built.

Respectfully submitted,

Bill Maloney, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

**FINAL FINDINGS E-MAILED TO THE PC 5.21.2010
FOR APPROVAL AT THE PC MEETING 5.27.2010**

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S):_#13.C_
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, May 24, 2010

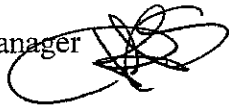
TITLE OF ITEMS SUBMITTED: A RESOLUTION AUTHORIZING AND DIRECTING
THE VILLAGE PRESIDENT AND VILLAGE CLERK
TO EXECUTE A FARMERS' MARKET LICENSE
AGREEMENT

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM: Per the terms of the attached agreement, the Village will
allow a Farmers' Market to be operated on the Wickes
Property on Tuesdays from July 3, 2010 through
October 31, 2010.

EXHIBIT(S) ATTACHED: Resolution/Agreement

RECOMMENDATION: Submitted for Approval

SUBMITTED FOR APPROVAL: Village Manager 

RESOLUTION NO. 10-

RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE A FARMERS' MARKET LICENSE AGREEMENT

WHEREAS, the Village Board has determined that a Farmers' Market within the Village which consists of a seasonal, outside display and sale, by multiple vendors, of freshly grown fruits, vegetables, edible grains, nuts and berries, as well as other products would benefit the residents of the Village of Wheeling, Lake and Cook Counties, Illinois, and neighboring communities; and

WHEREAS, the Village wishes to provide a Farmers' Market to attract customers to the Village of Wheeling for the purpose of economic development; and

WHEREAS, the Village owned property at 351 W. Dundee Road (the "Premises") provides an appropriate setting for a Farmers Market; and

WHEREAS, Wheeling Farm Stand Market, Inc., has agreed to manage and operate a Farmers Market on the Premises upon the terms and conditions provided for in a license agreement from July 3 through October 31, 2010; and

WHEREAS, the Village Board deems it in the best interests of the Village of Wheeling to approve such a license agreement to allow Wheeling Farm Stand Market, Inc. to operate a Farmers' Market on the premises.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, that the Village President and Clerk are hereby authorized and directed to execute the attached Farmers' Market license agreement.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. ____ - _____ be adopted.

President Abruscato _____
Trustee D. Argiris _____
Trustee K. Brady _____
Trustee R. Heer _____

Trustee P. Horcher _____
Trustee R. Lang _____
Trustee D. Vogel _____

Adopted this ____ day of _____, 2010.

Judy Abruscato
Village President

ATTEST:

Elaine E. Simpson
Village Clerk